

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

TRANSFER PETITION (CIVIL) NO.2024 OF 2023

DRISHTI ARORA

Petitioner(s)

VERSUS

GAURAV JAIN & ANR.

Respondent(s)

O R D E R

1. The Settlement Agreement dated 14th December, 2023 has been placed on record. The petitioner-wife and the respondent-husband are present today in Court. Both of them have signed the Settlement Agreement along with their respective advocates. The learned Mediator has also signed the Settlement Agreement. In terms of the Settlement Agreement, a sum of Rs.2,00,000/- (Rupees two lakhs) has already been paid by the respondent to the petitioner on 14th December, 2023. Today, the balance amount of Rs.15,00,000/- (Rupees fifteen lakhs) payable in terms of clause 7(A) of the Settlement Agreement has been paid by a demand draft No.003764 dated 11th February, 2024 drawn on Axis Bank. The demand draft has been handed over to the learned counsel appearing for the petitioner. The learned counsel for the petitioner has handed over the same to the petitioner-wife in Court.

2. The marriage between the petitioner-Drishti Arora and the husband-Gaurav Jain was solemnized on 19th April, 2017. From January/February, 2020 the parties are residing separately. As they are not able to reconcile their differences, they have agreed to get the marriage dissolved by a decree of divorce by mutual consent.

3. In view of the facts of the case, this is a fit case to exercise our jurisdiction under Article 142 of the Constitution of India to dissolve the marriage, as all the subsisting disputes have been settled.

4. Accordingly, the marriage between the petitioner-Drishti Arora and the husband-Gaurav Jain solemnized on 19th April, 2017 is hereby dissolved by a decree of divorce under Section 13(B) of the Hindu Marriage Act, 1955.

5. Divorce Petition being HMA No.248 of 2013 pending before the Family Court Saket, New Delhi stands disposed of in terms of a decree of divorce.

6. Criminal Miscellaneous Case No.3078 of 2022 pending before the Court of Additional Chief Judicial Magistrate, District Bareilly is hereby quashed and set aside. FIR No.113 of 2021 registered at Amar Colony, New Delhi and the proceedings based on the said FIR are also quashed and set aside.

7. Clause 1 to 15 of the Settlement Agreement read thus:

"1. The marriage between the petitioner and respondent was solemnized as per Hindu rites and customs on 19.04.2017 at Ram Nagar, Uttrakhand and there is no issue out of this wedlock. Both the parties resided together as husband and wife till January 2020 and thereafter disputes and differences had arisen between the parties hereto and they started to live separately.

2. The Transfer Petition (Civil) No. 2024 OF 2023 was filed by the Petitioner/wife before this Hon'ble Court. That vide order dated 22.11.2023 passed by Hon'ble Mr. Justice Abhay S. Oka and Hon'ble Mr. Justice Sanjay Karol, this matter was referred to Supreme Court Mediation Centre.

3. Comprehensive mediation sessions were held with the parties on 29.11.2023, 05.12.2023, 11.12.2023 and today i.e., on 14.12.2023 through Virtual/Physical mode.

4. Both the parties hereto confirm and declare that they have, voluntarily and of their own free will have decided not to live together as husband and wife and have further decided to obtain decree of divorce by mutual consent and have arrived at this Settlement in the presence of the Mediator, the counsels for both the parties who are signatories to this Agreement.

5. That the dispute arose between Petitioner and the Respondent whereby following cases are pending as on date: -

(a) That on 03.04.2021, FIR was Registered against the Respondent and his family members

being FIR No. 113/2021 at Amar Colony, New Delhi, titled as "State Vs. Gaurav Jain & Others" Filed at Delhi, wherein the police have filed chargesheet against the Respondent and family members under Section 406, 498-A and 34 IPC.

(b) Domestic Violence case being Criminal Misc Case No. 3078/2022 pending before the Court of Additional CJM, District Bareilly titled as "Dristy Arora Vs. Gaurav Jain & Others".

(c) Divorce Petition HMA No. 248/2023 pending before the Family Court Saket, New Delhi Titled as "Gaurav Jain vs. Drishti Arora & Another".

6. It is agreed between both the parties that they should withdraw the cases mentioned in para no. 5.

7. That both the parties decided to settle the disputes amicably among themselves with each other with the following terms and conditions:

A. That the Respondent i.e. Mr. Gaurav Jain agreed to pay a lum-sum amount of Rs. 17,00,000/- (Rupees Seventeen Lakh Only) to the petitioner i.e. Ms. Drishti Arora @ Dristy Arora towards full and final settlement of all her claims Stridhan, including Alimony dowry, articles and maintenance etc. out of the said amount of a sum of Rs. 17,00,000/- (Rupees Seventeen Lakh Only), the petitioner has paid a sum of Rs. 2,00,000/- (Rs. Two Lakh Only) through Online Transaction to the petitioner on 14.12.2023. The balance amount of a sum of Rs. 15,00,000/- (Rs. Fifteen Lakh Only) has to be

paid in the (form of demand draft/IMPS/RTGS/NEFT as sum of Rs. 15,00,000/- (Rs. Fifteen Lakhs Only) at the time of hearing of application for decree of divorce by mutual consent before the Hon'ble Supreme Court while invoking the inherent power under Article 142 of the Constitution of India.

8. That it is agreed between the parties that both the petitioner/wife and respondent/husband shall jointly move an application for decree of divorce by mutual consent before the Hon'ble Supreme Court invoking the inherent power under Article 142 of the Constitution of India.

9. It is agreed between the parties that they shall have no right title or interest over the movable and immovable properties of each other and of their families.

10. It is agreed between the parties that the parties shall be free to live their life independently without interference of any kind of each other side.

11. It is agreed between the parties that they shall be left with no matrimonial rights towards each other and shall not litigate, against each other and their respective family members qua the marriage in future.

12. Both the parties undertake that henceforth they would not file any civil/criminal complaint or any case against each other or their family members with regard to the present matrimonial alliance.

13. It is agreed between the parties in case of breach/violation/willful/deliberate disobedience the party breaching the terms shall be liable for contempt proceedings and the party aggrieved shall be entitled for revival of all the cases.

14. By signing this Agreement the parties hereto solemnly state and affirm that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the parties hereto through the process of Mediation.

15. The parties undertake before this Hon'ble Court to abide by the terms and conditions set out in the above-mentioned Agreement, which have been arrived without any coercion, duress or collusion and undertake not to raise any dispute whatsoever henceforth. However, if any of the parties violates the terms of this agreement or back out apart from the other legal remedies, the other party will be at liberty to seek revival of cases filed by it."

8. A decree shall be drawn by incorporating the aforesaid clauses within a period of one month from today.

9. The Transfer Petition is, accordingly disposed of.

10. We record our appreciation for the reasonable stand taken by the parties and their respective learned counsel. We also appreciate the role played by the learned Mediator.

.....J.
(ABHAY S.OKA)

.....J.
(UJJAL BHUYAN)

NEW DELHI;
February 14, 2024.

ITEM NO.1

COURT NO.7

SECTION XIV

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Transfer Petition(s)(Civil) No(s). 2024/2023

DRISHTI ARORA

Petitioner(s)

VERSUS

GAURAV JAIN & ANR.

Respondent(s)

(MEDIATION REPORT RECEIVED

IA No. 157954/2023 - EXEMPTION FROM FILING O.T.

IA No. 157953/2023 - STAY APPLICATION)

Date : 14-02-2024 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE ABHAY S. OKA

HON'BLE MR. JUSTICE UJJAL BHUYAN

For Petitioner(s)

Mr. Siddhant Sharma, AOR

For Respondent(s)

Mr. Suvidutt M.S., AOR

UPON hearing the counsel the Court made the following
O R D E R

The Transfer Petition is disposed of in terms of the
signed order.

Pending applications also stand disposed of.

(ANITA MALHOTRA)
AR-CUM-PS

(AVGV RAMU)
COURT MASTER

(Signed order is placed on the file.)